

U.S. GOVERNMENT PUBLISHING OFFICE

Washington, DC

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

For the Procurement of

***HQMC Digitization Project***

as requisitioned from the U.S. Government Publishing Office (GPO) by the

DLA Document Services

Single Award

**TERM OF CONTRACT:** The term of this contract is for the period beginning Date of Award and ending September 30, 2016, plus up to four (4) optional 12-month extension periods that may be added in accordance with the "OPTION TO EXTEND THE TERM OF THE CONTRACT" clause in SECTION 1 of this contract.

**BID OPENING:** Bids shall be publicly opened at 11:00 a.m., prevailing Washington, DC time, on September 18, 2015.

**BID SUBMISSION:** Submit bid in pre-addressed envelope furnished with solicitation or send to: U.S. Government Publishing Office, Bid Section, Room C-848, Stop: PPSGB, 732 North Capitol Street, NW, Washington, DC 20401. Facsimile bids in response to this solicitation are permitted. Facsimile bids may be submitted directly to the GPO Bid Section, Fax No. (202) 512-1782. The program number and bid opening date must be specified with the bid. Refer to Facsimile Bids in Solicitation Provisions of GPO Contract Terms, GPO Publication 310.2, as revised June 2001. Hand delivered bids are to be taken to: GPO Bookstore, 710 North Capitol Street, NW, Washington, DC, between the hours of 8:00 a.m. and 4:00 p.m., prevailing Washington, DC time, Monday through Friday. Follow the instructions in the Bid Submission/Opening area. If further instruction or assistance is required, call (202) 512-0526.

**RESTRICTION ON LOCATION OF PRODUCTION FACILITIES:** All production facilities used in the manufacture of the product(s) ordered under this contract must be located within a 50-mile radius of the Pentagon, Arlington, VA.

**THIS IS A NEW PROGRAM. THERE IS NO ABSTRACT AVAILABLE.**

**NOTICE TO BIDDERS:** Bidders are instructed to adhere to all requirements of the solicitation. Special attention is directed to the following provisions:

- Service Contract Act of 1965
- Employees Rights on Government Contracts (EXHIBIT A)

For information of a technical nature, call Bernice Mack at (202) 512-1239. (No collect calls.)

## SECTION 1 - GENERAL TERMS AND CONDITIONS

**GPO CONTRACT TERMS:** Any contract which results from this Invitation for Bid will be subject to the applicable provisions, clauses, and supplemental specifications of GPO Contract Terms (GPO Publication 310.2, effective December 1, 1987 (Rev. 6-01)).

GPO Contract Terms (GPO Publication 310.2) – <http://www.gpo.gov/pdfs/vendors/sfas/terms.pdf>.

**DISPUTES:** GPO Publication 310.2, GPO Contract Terms, Contract Clause 5. Disputes, is hereby replaced with the June 2008 clause found at [www.gpo.gov/pdfs/vendors/contractdisputes.pdf](http://www.gpo.gov/pdfs/vendors/contractdisputes.pdf).

**SUBCONTRACTING:** Contractor is allowed to subcontract for the printing and construction of the DVD mailer only.

**DVD REPLICATION:** Several firms claim patent rights, which may be applicable to DVD replication. For example, see <http://www.licensing.philips.com>. U.S. Philips Corporation and Sony Corporation claim to hold patents for certain technologies essential to the manufacture and replication of DVDs and assert it is impossible to manufacture or replicate a DVD without infringing these patents. The patent claims cover, among other things, both the physical structure of and manner in which data is encoded on a DVD. Other firms, including Discovision Associates, Irvine, CA, also claim similar patent rights.

Each bidder's attention is invited to the patent indemnification provisions of GPO Contract Terms (Publication 310.2 (Rev. 6-01)) since the successful bidder will be responsible for compliance with all applicable patents, including any for DVDs.

By submission of a bid, bidders certify that they hold a license under all patents applicable for the replication of DVDs. Contractor must be able to show proof of license upon request by the Government.

**QUALITY ASSURANCE LEVELS AND STANDARDS (for Printing on Discs and Self-Mailers Only):** The following levels and standards shall apply to these specifications:

Product Quality Levels:

- (a) Printing (item related) Attributes -- Level III.
- (b) Finishing (item related) Attributes -- Level III.

Inspection Levels (from ANSI/ASQC Z1.4):

- (a) Non-destructive Tests - General Inspection Level I.
- (b) Destructive Tests - Special Inspection Level S-2.

Specified Standards: The specified standards for the attributes requiring them shall be:

<u>Attribute</u>	<u>Specified Standard</u>
P-7. Type Quality and Uniformity	Average type dimension/Electronic media
P-9. Solid and Screen Tint Color Match	Pantone Matching System

**OPTION TO EXTEND THE TERM OF THE CONTRACT:** The Government has the option to extend the term of this contract for a period of 12 months by written notice to the contractor not later than 30 days before the contract expires. If the Government exercises this option, the extended contract shall be considered to include this clause, except, the total duration of the contract may not exceed five (5) years as a result of, and including, any extension(s) added under this clause. Further extension may be negotiated under the “EXTENSION OF CONTRACT TERM” clause. See also “ECONOMIC PRICE ADJUSTMENT” for authorized pricing adjustment(s).

**EXTENSION OF CONTRACT TERM:** At the request of the Government, the term of any contract resulting from this solicitation may be extended for such period of time as may be mutually agreeable to the GPO and the contractor.

**ECONOMIC PRICE ADJUSTMENT:** The pricing under this contract shall be adjusted in accordance with this clause, provided that in no event will any pricing adjustment be made that would exceed the maximum permissible under any law in effect at the time of the adjustment. There will be no adjustment for orders placed during the first period specified below. Pricing will thereafter be eligible for adjustment during the second and any succeeding performance period(s). For each performance period after the first, a percentage figure will be calculated as described below and that figure will be the economic price adjustment for that entire next period. Pricing adjustments under this clause are not applicable to reimbursable postage or transportation costs, or to paper, if paper prices are subject to adjustment by separate clause elsewhere in this contract.

For the purpose of this clause, performance under this contract will be divided into successive periods. The first period will extend from Date of Award to September 30, 2016, and the second and any succeeding period(s) will extend for 12 months from the end of the last preceding period, except that the length of the final period may vary. The first day of the second and any succeeding period(s) will be the effective date of the economic price adjustment for that period.

Pricing adjustments in accordance with this clause will be based on changes in the seasonally adjusted “Consumer Price Index For All Urban Consumers - Commodities Less Food” (Index) published monthly in the CPI Detailed Report by the U.S. Department of Labor, Bureau of Labor Statistics.

The economic price adjustment will be the percentage difference between Index averages as specified in this paragraph. An index called the variable index will be calculated by averaging the monthly Indexes from the 12-month interval ending three (3) months prior to the beginning of the period being considered for adjustment. This average is then compared to the average of the monthly Indexes for the 12-month interval ending June 30, 2015, called the base index. The percentage change (plus or minus) of the variable index from the base index will be the economic price adjustment for the period being considered for adjustment.

The Government will notify the contractor by contract modification specifying the percentage increase or decrease to be applied to invoices for orders placed during the period indicated. The contractor shall apply the percentage increase or decrease against the total price of the invoice less reimbursable postage or transportation costs and separately adjusted paper prices. Payment discounts shall be applied after the invoice price is adjusted.

**NONDISCLOSURE OF INFORMATION:** Neither the contractor nor any of its employees shall divulge nor release data or information developed or obtained during performance of this contract, except to authorize Government personnel with an established need-to-know or upon written approval of the Contracting Officer.

The contractor must ensure that documents are secured and handled to track chain of custody and ensure security.

Information furnished on this contract may contain Personally Identifiable Information (PII). It is the contractor’s responsibility to properly safeguard PII from loss, theft or inadvertent disclosure and to immediately notify the Government of any loss of personally identifiable information.

Personally identifiable information is “information that can be used to distinguish or trace an individual’s identity, such as their name, social security number, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother’s maiden name, etc. (Reference: OMB Memorandum 07-16.) Other specific examples of PII include, but are not limited to:

- Personal identification numbers, such as passport number, driver’s license number, taxpayer identification number, or financial account or credit card numbers.
- Address information, such as street address or personal email address.
- Personal characteristics, including photographic image (especially of face or other distinguishing characteristic), fingerprints, handwriting, or other biometric image or template data (e.g., retina scans, voice signature, facial geometry).

**DATA RIGHTS:** All data and materials furnished and produced in the performance of this contract shall be the sole property of the Government. The contractor agrees not to assert rights or to establish any claim to such data in whole or in part in any manner or form, or to authorize others to do so, without prior written consent of the Contracting Officer.

Information contained in all source documents and other media provided by the USMC is the sole property of USMC. **NOTE: All furnished data is designated as “Unclassified But Sensitive.”**

**WARNING:** The contractor must be a U.S. owned and operated company. All contractor employees performing on this contract are required to be U.S. citizens. The contractor is prohibited from producing or distributing the products produced under this contract outside of the official orders (i.e., cannot produce for their own use, sale, or other uses, including marketing, promotion, or other uses).

The contractor shall not retain or distribute, in any form, any part of the materials furnished by the Government which are not consumed in the preparation of the work, or which are generated as a result of this contract. Proper precautions shall be taken to ensure that all Government supplied materials are protected from damage. The Government furnished materials shall be returned in the same condition as originally furnished.

Proper control and handling must be maintained at all times to prevent any information, data, or materials required to produce the products ordered under these specifications from falling into unauthorized hands.

All erroneous copies produced by the contractor are to be destroyed by means of abrasive destruction, burning, shredding, or other method that guarantees complete protection against access.

**ACCESS TO DOCUMENTS:** The contractor shall restrict access to documents provided by the Marine Corps under this contract to their employees who have been/are recipients of a favorable National Agency Check (NAC) (i.e., a background check). All contractor personnel/employees shall complete the Non-Disclosure forms provided by the Marine Corps representative prior to being granted access to any Marine Corps documents. The contractor shall identify and disclose the names and nationalities of any/all personnel employed to perform work under this contract.

Contractor must provide the following information for contractor employees that will be performing on this contract:

- Name (last name, first name, middle initial)
- Social security number
- Date of birth
- Place of birth
- Citizenship

**NOTE:** Prior to being issued a permanent DoD Building Access pass, by the Pentagon Force Protection Agency (PFPA), all individuals must be recipients of a favorable National Agency Check. Individuals may be cleared for access under escort if they can pass a simple on-the-spot Federal, State, and local police background check (including the Homeland Security “no-fly” list). The simple background check merely searches for outstanding warrants or other information which may indicate the individual is untrustworthy or considered a threat to the public at-large. If such information is detected the individual will be denied access to the Pentagon and may be detained.

**PREAWARD SURVEY:** In order to determine the responsibility of the contractor/subcontractor, the Government reserves the right to conduct an on-site preaward survey at the contractor’s/subcontractor’s facility or to require other evidence of technical, production, managerial, financial, and similar abilities to perform, prior to the award of a contract.

**SECURITY CONTROL PLANS:** The contractor shall maintain, in operation, an effective security system where items by these specifications are produced and/or stored (awaiting distribution or disposal) to assure against theft and/or the product falling into unauthorized hands.

The contractor must provide a secure area(s) dedicated to the processing and storage of materials. Secure work areas must be under camera surveillance, with access limited to only those employees involved in the production of this contract. Signs must be posted that only assigned employees may enter. It is prohibited for cameras and cell phones to be in the work areas of the USMC production.

At least one supervisory employee must be permanently assigned to the secured areas to visually observe, at all times, the production of work and the destruction of any materials.

Contractor is cautioned that no Government provided information shall be used for non-Government business. Specifically, no Government information shall be used for the benefit of a third party.

The Government retains the right to conduct security reviews at any time during the term of the contract.

**THESE PROPOSED PLANS ARE SUBJECT TO REVIEW AND APPROVAL BY THE GOVERNMENT AND AWARD WILL NOT BE MADE PRIOR TO APPROVAL OF SAME.**

The contractor shall present, in writing, to the Contracting Officer within two (2) calendar days of being notified to do so by the Contracting Officer or his/her representative, detailed plans for the following activities. The workday after notification to submit will be the first day of the schedule.

The Security Control Plans shall provide in detail, at a minimum:

- How all accountable materials will be handled throughout all phases of production. (See “TRACKING WORK IN PROGRESS” specified in SECTION 2.)
- How all furnished data will be stored and protected.
- How the disposal of waste materials will be handled.

Part of the Security Control Plans shall include a floor plan detailing the area(s) to be used, showing existing walls, equipment to be used, and the processing and storage locations.

*Option Years* – For each option year that may be exercised, the contractor will be required to re-submit, in writing, the above plans detailing any changes and/or revisions that may have occurred. The contractor should be prepared to submit these plans to GPO within five (5) calendar days of notification of the option year being exercised.

If there are no changes/revisions, the contractor will be required to submit to the Contracting Officer a statement confirming that the current plans are still in effect.

**PREAWARD TEST:** The contractor being considered for award may be required to demonstrate their ability to perform the functions required in these specifications by completing a preaward test. The Government may waive

the preaward test if there is other evidence that, in the opinion of the Contracting Officer, indicates that the contractor being considered for award has the capability to successfully perform the functions required.

Contractor must pick up preaward test materials from: U.S. Government Publishing Office, 732 North Capitol Street, NW, Washington, DC 20401.

For the preaward test, the contractor will be required to scan/convert 1,000 pages (500 face and back leaves), as specified herein. NOTE: The documents will consist of text, photos, graphics and/or oversized maps, and is representative of the type of materials to be furnished on this contract.

The contractor will be required to scan/convert the test samples pages in accordance with the specifications herein. When the contractor has completed scanning/converting, they must return the completed converted pages via the contractor's portal (in accordance with the requirements specified herein). If a portal is not available at time of preaward test, the test files may be furnished on a DVD(s).

NOTE: If the test files are furnished (uploaded) via the contractor's portal, the contractor MUST notify the GPO the same workday as uploading the preaward test files to the portal. If furnished via DVD/removable media, contractor must deliver to: U.S. Government Publishing Office, Attn: Contracting Officer, 732 North Capitol Street, NW, Washington, DC 20401.

The contractor must upload the test files or furnish to GPO within five (5) workdays of notification of availability of the furnished preaward test materials.

NOTE: If applicable, the contractor must return the furnished materials within three (3) workdays of receipt of approval.

If preaward test samples are disapproved by the Government, the contractor may be permitted, at the option of the Government, additional time to correct defects and/or submit revised test samples if so notified by the Contracting Officer.

In the event the revised preaward test samples are disapproved by the Government, the contractor shall be deemed to have failed to comply with the applicable requirements of these specifications and may be reason for a determination of non-responsibility.

Failure to deliver completed preaward test samples within the stated time period may disqualify the contractor from further consideration for award.

All operations necessary in the performance of this test shall be performed at the facilities in which the contract production will be performed.

No charges will be allowed for costs incurred in the performance of this preaward test.

**POSTAWARD CONFERENCE:** Unless waived by the Contracting Officer, the total requirements of the job as indicated in these specifications may be reviewed by Government representatives with the contractor's representatives at the contractor's facility. **NOTE:** Person(s) that the contractor deems necessary for the successful implementation of the contract must be in attendance.

**ASSIGNMENT OF JACKETS, PURCHASE AND PRINT ORDERS:** A GPO jacket number will be assigned and a purchase order issued to the contractor to cover work performed. The purchase order will be supplemented by an individual print order for each job placed with the contractor. The print order, when issued, will indicate the quantity to be produced and any other information pertinent to the particular order.

**ORDERING:** Items to be furnished under the contract shall be ordered by the issuance of print orders by the Government. Orders may be issued under the contract from Date of Award through September 30, 2016, plus for such additional period(s) as the contract is extended. All print orders issued hereunder are subject to the terms and conditions of the contract. The contract shall control in the event of conflict with any print order. A print order shall be “issued,” for purposes of the contract, when it is emailed, faxed, otherwise furnished to the contractor in conformance with the schedule.

**REQUIREMENTS:** This is a requirements contract for the items and for the period specified herein. Shipment/delivery of items or performance of work shall be made only as authorized by orders issued in accordance with the clause entitled “ORDERING.” The quantities of items specified herein are estimates only, and are not purchased hereby. Except as may be otherwise provided in this contract, if the Government’s requirements for the items set forth herein do not result in orders in the amounts or quantities described as “estimated,” it shall not constitute the basis for an equitable price adjustment under this contract.

Except as otherwise provided in this contract, the Government shall order from the contractor all the items set forth which are required to be purchased by the Government activity identified on page 1.

The Government shall not be required to purchase from the contractor, requirements in excess of the limit on total orders under this contract, if any.

Orders issued during the effective period of this contract and not completed within that time shall be completed by the contractor within the time specified in the order, and the rights and obligations of the contractor and the Government respecting those orders shall be governed by the terms of this contract to the same extent as if completed during the effective period of this contract.

If shipment/delivery of any quantity of an item covered by the contract is required by reason of urgency prior to the earliest date that shipment/delivery may be specified under this contract, and if the contractor will not accept an order providing for the accelerated shipment/delivery, the Government may procure this requirement from another source.

The Government may issue orders which provide for shipment/delivery to or performance at multiple destinations.

Subject to any limitations elsewhere in this contract, the contractor shall furnish to the Government all items set forth herein which are called for by print orders issued in accordance with the “ORDERING” clause of this contract.

**SERVICE CONTRACT ACT OF 1965**, applies as Amended.

- (a) Definitions. “Act” as used in this clause, means the Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).

“Contractor,” as used in this clause or in any subcontract, shall be deemed to refer to the subcontractor, except in the term “Government Prime Contractor.”

“Service employee” means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a contractor or subcontractor and such persons.

- (b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, interpreted in subpart C of 29 CFR part 4.
- (c) Compensation. (1) Each service employee employed in the performance of this contract by the contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe

benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

- (2)(i) If a wage determination is attached to this contract, the contractor shall classify any class of service employee which is not listed therein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classifications listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).
- (ii) This conforming procedure shall be initiated by the contractor prior to the performance of contract work by the unlisted class of employee. The contractor shall submit Standard Form (SF) 1444, Request For Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.
- (iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the contractor of the action taken. Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as part of the wage determination.
- (iv)(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.
- (B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.
- (C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.



- (v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.
  - (vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.
- (3) Adjustment of Compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished there under to service employees under this contract shall be subject to adjustment after 1 year and not less than once every 2 years, under wage determinations issued by the Wage and Hour Division.
- (d) Obligation to Furnish Fringe Benefits. The contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with subpart D of 29 CFR Part 4.
  - (e) Minimum Wage. In the absence of a minimum wage attachment for this contract, neither the contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.
  - (f) Successor Contracts. If this contract succeeds a contract subject to the Act, under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would be entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made a part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

- (g) Notification to employees. The contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determinations attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.
- (h) Safe and Sanitary Working Conditions. The contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the contractor or subcontractor which are unsanitary or hazardous, or dangerous to the health or safety of the service employees. The contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.
- (i) Records. (1) The contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration a record of the following:
  - (i) For each employee subject to the Act-
    - (A) Name and address and social security number,
    - (B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily or weekly compensation;
    - (C) Daily and weekly hours worked by each employee; and,
    - (D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.
  - (ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.
  - (iii) Any list of the predecessor contractor's employees which had been furnished to the contractor as prescribed by paragraph (n) of this clause.
- (2) The contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.
- (3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

- (4) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (j) Pay Periods. The contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.
- (k) Withholding of Payment and Termination of Contract. The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor, requests or such sums as an appropriate official of the Department of Labor, requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost.
- (l) Subcontracts. The contractor agrees to insert this clause in all subcontracts subject to the Act.
- (m) Collective Bargaining Agreements Applicable to Service Employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements of provisions or amendments thereof effective at a later time during the period of contract performance, such agreements shall be reported promptly after negotiations thereof.
- (n) Seniority List. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of names of all service employees on the contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor contractors of each such service employee. The Contracting Officer shall turn over such list to the successor contractor at the commencement of the succeeding contract.
- (o) Rulings and Interpretations. Rulings and interpretations of the Act are contained in Regulations, 29 CFR part 4.
- (p) Contractor's Certification. (1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.

- (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.
- (3) The penalty for making false statement is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.
- (q) Variations, Tolerances, and Exemptions Involving Employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L.92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:
  - (1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act, without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).
  - (2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two Acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, 525);
  - (3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR parts 525 and 528.
- (r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State apprenticeship agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classifications of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the contractor as to his entire work force under the registered program.
- (s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with Regulations, 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision-
  - (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
  - (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);
  - (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and

- (4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.
- (t) Disputes Concerning Labor Standards. The U.S. Department of Labor has set forth in 29 CFR parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

NOTE: SPECIAL EMPHASIS TO THE AFFECT THAT EMPLOYEE COMPENSATION MUST BE AT TIME AND HALF. (REFERENCE: OVERTIME PAY/WAGE HOUR PUBLICATION 1313).

The contractor shall pay the determined wage rate and fringe benefits to all employees performing in the stated classification, which include annual leave and pay for holidays as described in the Service Contract Act of 1965. The Government is not responsible for these benefits.

**PRIVACY ACT NOTIFICATION:** This procurement action requires the contractor to do one or more of the following: design, develop, or operate a system of records on individuals to accomplish an agency function in accordance with the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

#### **PRIVACY ACT**

(a) The contractor agrees:

- (1) to comply with the Privacy Act of 1974 and the rules and regulations issued pursuant to the Act in the design, development, or operation of any system of records on individuals in order to accomplish an agency function when the contract specifically identifies (i) the system or systems of records and (ii) the work to be performed by the contractor in terms of any one or combination of the following: (A) design, (B) development, or (C) operation;
  - (2) to include the solicitation notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation when the statement of work in the proposed subcontract requires the design, development, or operation of a system of records on individuals to accomplish an agency function; and,
  - (3) to include this clause, including this paragraph (3), in all subcontracts awarded pursuant to this contract which require the design, development, or operation of such a system of records.
- (b) In the event of violations of the Act, a civil action may be brought against the agency involved where the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency where the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act when the contract is for the operation of a system of records on individuals to accomplish an agency function, the contractor and any employee of the contractor is considered to be an employee of the agency.

(c) The terms used in this clause have the following meanings:

- (1) "Operation of a system of records" means performance of any of the activities associated with maintaining the system of records including the collection, use, and dissemination of records.
- (2) "Record" means any item, collection or grouping of information about an individual that is maintained by an agency, including, but not limited to, his education, financial transactions, medical history, and criminal or employment history and that contains his name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print or a photograph.
- (3) "System of records" on individuals means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

**CRIMINAL SANCTIONS:** It is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1) which is made applicable to contractors by 5 U.S.C. 552a (m)(1), provides that any officer or employee of an agency, who by virtue of his/her employment of official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$10,000.00.

**PAYMENT:** Prior to submitting their billing invoice to GPO for payment, the contractor shall submit an itemized statement for billing for all work performed on an order to the ordering agency for examination and certification as to the correctness of the billing. Contractor must email their billing invoice and all necessary documentation to: [smb.hqmc.arde@smc.mil](mailto:smb.hqmc.arde@smc.mil), with courtesy copies emailed to Collin Northrup at [collin.northrup2@usmc.mil](mailto:collin.northrup2@usmc.mil), and Molotle "Lottie" Browne at [molotle.browne@usmc.mil](mailto:molotle.browne@usmc.mil).

After agency verification, contractor must submit the signed, verified billing invoice to: U.S. Government Publishing Office, Comptroller, Stop: FMCE, Financial Management Service, Washington, DC 20401. (NOTE: GPO offers a Contractor Fax Billing System. Please visit the GPO website for additional information.)

***NOTE: Contractor's billing invoice must be itemized in accordance with the line items in the "SCHEDULE OF PRICES."***

## SECTION 2 - SPECIFICATIONS

**SCOPE:** These specifications cover document conversion services requiring such operations as document preparation, scanning, Optical Character Recognition (OCR) conversion, PDF file creation, DVD mastering and replication, packing, and distribution.

**TITLE:** HQMC Digitization Project.

**BACKGROUND:** The United States Marine Corps has a requirement to digitize numerous publications, forms, and all manner of other documents, converting them into nonproprietary electronic/digital files for dissemination via the Internet; the Marine Corps Enterprise Network (MCEN); as attachments to email; and on electronic, optical, and magnetic portable media. The Marine Corps' objectives are:

- To enable dissemination of information in a readily useable electronic format to field commanders and individual members of the Marine Corps, regardless of location (worldwide);
- To make publicly releasable information available to the public at-large via the Internet;
- To retain and preserve information in an electronic/digital archive in a manner that ensures it will be readily accessible for years to come absent further preparation or translation.

NOTE: All work will be completed at the contractor's facility.

**FREQUENCY OF ORDERS:** Approximately 10 to 100 orders per year.

**NUMBER OF LEAVES:** Approximately 50,000 to 350,000 leaves *per year*.

NOTE: The average order may consist of approximately 1,250 to 3,750 leaves (either electronically or as hard copy). An occasional order for as low as 50 leaves may be placed.

The Government reserves the right to increase or decrease by up to 25% the total number of leaves to be scanned and/or converted annually.

**GOVERNMENT TO FURNISH:** The documents to be digitized consist of approximately 4,000 publications (the number of publications may increase throughout the term of the contract), a minimum of 800 forms, and an undetermined number of other official documents (see below) emanating from the USMC Headquarters annually. The majority of documents consist of black only; however, the documents may consist of black only text with embedded greyscale or color graphics, or a mix of black with color scattered throughout. These document will be furnished as follows:

- Approximately 40% of the furnished materials are printed matter which are in a variety of formats including both single and duplex printed pages that must be scanned, processed for character recognition, and then converted.
- Furnished printed matter will consist of a variety of printed products ranging in size from 2-1/2 x 1-1/2" (business cards) up to and including 85 x 110" (fold-out technical drawings). The majority of products will be 8-1/2 x 11.
- Furnished printed matter may be furnished in a variety of ways, including but not limited to, loose, stapled in one or more locations, saddle-stitched or perfect-bound, furnished in binders, or bound with metal binder clips or paper clips.
- Furnished printed matter may consist of a variety of materials, including but not limited to, photocopied copies, typed print, carbon copies, handwritten documents, forms, faxes, sticky notes, blueprints, drawings, plans, maps, photos, posters, and newspapers.

- Some materials may be annotated with handwritten notes or contain signatures and/or seals, all of which must be legibly reproduced.
- Most of the documents are on standard paper stock; however, many of the older files may include “onion skin” paper stock. Other paper stock in the files may include documents printed on thermal paper (older faxes), blueprint paper, photographic paper, newspaper, and map plotter paper.
- The balance of furnished materials are electronic files created using industry standard proprietary Personal Computing (PC) applications. These files must be converted from the proprietary file structure into a nonproprietary file structure that is readable using Adobe Corporation’s, Adobe Reader®, which is available free for public use on the Internet.

An electronic file will be furnished for the disc printing and the self-mailer printing.

The Marine Corps representative will provide a quarterly address file listing all target recipients. The mailing list will be furnished as an Microsoft Excel file and will include a complete mailing address for each intended recipient configured in the format specified by Navy regulations, along with a quantity for each recipient.

Identification markings such as register marks, commercial identification marks of any kind, etc., carried in the electronic files for the disc printing and self-mailer printing, must not print on finished product.

**CONTRACTOR TO FURNISH:** All materials and operations, other than those listed under “GOVERNMENT TO FURNISH,” necessary to produce the products in accordance with these specifications.

Upon award of the contract, the contractor shall designate specific employees as their representative(s), and provide their names and contact information. The point of contact (POC) information shall be provided to the Marine Corps representative prior to any work being performed.

These designated individuals shall be responsible for coordinating all activities and managing any/all work performed by the contractor under this contract, including but not limited to: accepting print orders, inventory invoice (of furnished materials), and contract modifications; signing the inventory invoice and accepting new work; monitoring work in-process and issuing status updates; and, executing the work in accordance with the requirements specified in this contract. (NOTE: See “TRACKING DOCUMENTS IN TRANSIT” for more information regarding the inventory invoice.)

Additionally, a roster of all contractor personnel performing any manner of work under this contract, regardless of level of complexity, shall be provided to the Marine Corps representative upon request.

**LIABILITY OF GOVERNMENT OWNED PROPERTY:** The contractor will be held responsible for replacing lost or damaged Government property, whether in the performance of the contract or in transit during pickup and/or return of such furnished property to the Government.

**TRACKING DOCUMENTS IN TRANSIT:** The contractor, working in collaboration with the ordering agency, shall perform signature receipt tracking for all transfers of documents between the contractor and the Marine Corps, including deliveries of work to the contractor and receipts of deliverables and return of source documents from the contractor. The following applies:

1. An inventory invoice shall be completed by the USMC identifying the owning unit of the source documents by Office Code, listing each document or batch of documents by topical subject or title, and accurate page counts thereof.



2. The inventory invoice shall be assigned and annotated with a unique serial number and prepared in triplicate by the Marine Corps representative. Both the contractor and the Marine Corps representative(s) shall retain a register of inventory invoices created, listed sequentially by the serial numbers assigned. Each serial number shall be sequentially and accumulatively assigned in numeric sequence (i.e., no gaps shall be allowed in the numbering sequence). Format for the invoice serial numbers shall begin with the author's organizational code and Julian date at the time assigned, followed by a 4-digit sequentially accumulating number. The following example applies: ARDE15274-0001: first invoice serial number (SN) assigned on 1 Oct 2015 by ARDE.
3. In the remarks block, the inventory invoice will delineate any special document or file handling or conversion instructions (e.g., incorporate this change with its attendant pages into basic publication XXXX.XX following instructions on the change promulgation letter; or, create a separate PDF for each page; or, create a single PDF for each folder containing all pages within the folder, etc.). Additionally, the invoice will identify the expected deliverable formats and the new electronic files end-use (i.e., file in the MCAFEL or the MCEA, including the specific folders, etc.).
4. The contractor's employee shall inventory the new-work source documents and/or media as identified on the invoice; annotating any changes required to properly record the issue/receipt of the documents; and then sign the invoice in triplicate acknowledging receipt. The contractor shall retain two (2) copies of the inventory invoice. The contractor's representative will then annotate the invoice (by SN) in the contractor's invoice register.
5. The Marine Corps representative shall retain the original signed inventory invoice and add it to the digitization file; the Marine Corps' representative will then annotate the Marine Corps' inventory invoice register (by SN) including updating columnar entries with date/time released to the contractor, office code of owning HQMC activity, and page count.
6. The contractor shall utilize the two (2) copies of the inventory invoice to aid in tracking the work through the process, beginning with recording the invoice in the tracking system; subsequently, once work is completed, using the two (2) copies to return the source documents along with the deliverables to the Marine Corps.
7. Upon return of the source documents with the deliverables, the Marine Corps representative shall inventory both and acknowledge receipt on the contractor's copies of the invoice; both the Marine Corps and the contractor shall keep a copy of the completed/signed invoices and update their respective registers with date/time the source documents and deliverable were provided to the Marine Corps.
8. The completed and signed invoices (backed up by the dual register entries) close the loop on possession and serve as proof of the return of the source documents by the contractor; as well as, acceptance of the deliverables by the Marine Corps.
9. The invoice serial number will reset and begin anew with the beginning of each Federal fiscal year (FY), on 1 October of each calendar year, citing a first invoice SN ending in 0001.
10. Throughout the life of the contract, the contractor's agents or authorized couriers shall protect all documents from unauthorized disclosure during transport through use of secure containers; transportation shall be via contractor owned or leased vehicles. Under no circumstances shall any of the document containers be exposed to pilferage during transport, irrespective of content or how packaged.

**DOCUMENT PREPARATION:** The contractor shall provide document preparation services to include, but not limited to, pre- and post-document handling services and document reconstruction services.

Furnished hard copy documents may be furnished loose, stapled in one or more locations, saddle-stitched or perfect-bound, furnished in binders, or bound with metal binder clips or paper clips. Contractor will be required to separate each page for scanning/conversion.

For furnished, bound documents, contractor is not to remove binding unless permitted to do so by the ordering agency.

The contractor will be required to inspect all documents to determine their suitability for scanning.

Contractor must exercise reasonable care to ensure that the integrity of the material is preserved. Where materials are stapled or otherwise fastened, care must be used in taking the materials apart to ensure that part of the document is not obliterated or that the authenticity of the document does not become questionable.

Unless otherwise specified, the order for processing/scanning is as follows:

1. Scan the material in the same order as furnished:
  - Photos: Scan them individually and adjust for size. If there is any information on the back of a photo, operators must scan the photo first and back of the photo second.
  - Business Cards: Scan each side containing any content.
  - For large printed documents, contractor must scan as one piece as long as the document will still be legible. If the document cannot be scanned as one piece, contractor must scan the document in portions and provide a "match sheet." The match sheet must show where each smaller scanned portion of the document would be located if the document were scanned as one piece. Contractor must NOT cut the original document in order to scan.
  - If a document has post-it notes attached:
    - Scan the page with the post-it note.
    - Scan the page without the post-it note.
    - If there is more than one post-it note, the contractor will need to layer down one note at a time.

***After the scanning/conversion process, the contractor is required to re-assemble/re-fasten furnished documents in their same order (unless otherwise specified) and re-pack the originals in the original containers in the original order.***

**SCANNING AND CONVERSION:** Contractor shall scan black only and color documents as furnished (i.e., documents with black only printing must be scanned as black only, and documents with color printing must be scanned as color).

All documents will be scanned at a minimum of 200 dots per inch (dpi).

The contractor shall scan and/or convert, as applicable, all manner of documents submitted for processing, regardless of type, format, binding, complexity, or other physical characteristics, into electronic/digital files suitable for dissemination via the Internet, through the MCEN, as attachments to email, distribution on portable electronic, optical, and magnetic media, and retention as an electronic archive.

In many instances, the work will include incorporation of changes and updates to the basic document following specific instructions prior to scanning and/or conversion. These changes/updates may include, but are not limited to, adding, deleting, or replacing words, removing and/or adding pages.

Additionally, once the change/update has been incorporated into the basic document, the revised document will then be used to overwrite and update all existing copies of the "old" unchanged versions wherever they may exist (e.g., contractor's databases, the Marine Corps web pages on the Internet, field unit electronic libraries, etc.).

The scanning of printed matter and conversion of proprietary electronic files includes optical character recognition (OCR) and processing of all text including image captions, footnotes, and reference annotations. The OCR translation must be manually reviewed and verified for 100% accuracy by manually comparing the output product to the source document page-by-page, line-by-line, and word-by-word; no interpretation or translation errors will be accepted.

*File Formats:* The contractor shall scan printed materials and convert proprietary electronic files in such a manner as to create a 100% true image file of the source document. The primary format to be produced from the source document(s), for all documents submitted for work under this contract, irrespective of type, content, or format is the Adobe™ Corporation's Portable Document Format® (PDF); each document shall be created as a PDF using the latest/newest version of Adobe Acrobat that is 100% compatible to the Adobe Reader® and Adobe Reader Extension® applications in use across the MCEN at the time the files are created.

Additionally, the Marine Corps may request any series of documents or any particular document to be created in an acceptable alternate format (e.g., image file). Requests for alternate format files will be in writing signed by the ordering agency. Upon receipt of such a request, the contractor shall generate a true facsimile of the document in the format specified as an additional deliverable.

*Electronic Publications (ePubs):* All documents other than blank forms shall be created and saved as an ePub in the aforementioned formats in such a manner as to be conducive to printing in proper pagination format whether printed in single-sided or duplex formats. Any/all forms referenced within the publication, at point of reference, shall be "hot linked" in such a manner as whenever the user "clicks on" the "hot link," the form shall pop up in Adobe Acrobat's "fillable" PDF format.

*ePubs Repository:* The contractor shall create and maintain an electronic database of all ePubs created under this contract. The contractor shall maintain the ordering agency's current ePubs database (approximately 4,000 publications) by adding new ePubs as they are created, incorporating changes and updates into existing ePubs, and deleting those ePubs that are canceled or supplanted by new ePubs.

The database shall be made available to designated Marine Corps personnel via a controlled and password-protected access portal on the Internet. Other than contractor personnel, only authorized Marine Corps personnel shall have access to the online repository. All ePubs in the repository will be OCR processed and indexed for fast searches in such a manner as to enable phrase or keyword searches within the title, subject, and body text of each and every ePub across the entire database from a single search request.

*Electronic Forms (eForms):* All blank forms shall be created as a "fillable" eForm in the aforementioned PDF format in such a manner as to be conducive to fill-in, saving of input data, and printing in proper pagination format whether printed in single-sided or duplex format. Additionally, all eForms shall be:

1. Created as interactive "fillable" PDF eForms using the latest/newest version of Adobe Acrobat that is 100% compatible with the Adobe Reader Extension® application available to end-users on the MCEN at the time the eForm is created.
2. Enabled for data fill-in and save of data input to an "at-use-time" designated location and media;
3. Usable as described above whether accessed from portable media, through the Internet, or the MCEN.

4. Integrated and “hot linked” within the prescribing ePUB at the reference point whenever referenced within the ePUB. The contractor shall integrate all eForms created under this contract with the prescribing ePUBs by “hot-linking” each eForm to any/all references within the ePUBs wherever they are referenced (whether referenced by name, title, or form number). This requirement includes generating the electronic file structures necessary to enable the “hot-links” to function properly whether the ePUB is viewed from the quarterly update DVD, through the Internet on the USMC web page, or through the Marine Corps SharePoint Portal on the MCEN. Proper functionality includes the capability to click on the eForm reference within the ePUB, and the eForm will pop up and become available for data entry fill-in, (including authentication via embedding the end-users electronic signature from their DoD Common Access Card (CAC)), downloading the form with input data, and print-on-demand, all from within the ePUB online.

*eForms Repository:* The contractor shall, under the guidance of the HQMC Forms Management Officer (FMO), create and maintain an electronic database of all eForms created under this contract. The contractor shall maintain the ordering agency’s current eForms’ database (approximately 800 forms) by adding new eForms as they are created, incorporating changes and updates into existing eForms, and deleting those canceled or superseded by new eForms. The database shall be made available to designated Marine Corps personnel via a controlled and password-protected access portal on the Internet. Other than contractor personnel, only authorized Marine Corps personnel shall have access to the online repository.

*Correspondence Files and Documents:* The contractor shall create electronic correspondence files and documents which include generation of new electronic files by scanning of printed matter and conversion of documents originated using an industry standard proprietary word processing application, as well as adding these files to the electronic archive library/database in support of the continued maintenance and sustainment of the Marine Corps Electronic Archive (MCEA). (NOTE: The electronic archive library/database consists of all the documents/files that the contractor has scanned/converted including the eForms and ePUBs repositories.)

*Compatibility:* The contractor shall ensure all files created under this contract are 100% compatible with the versions of the Adobe Reader® and Adobe Reader Extension® applications available through the MCEN at the time the PDF is created.

*Batch Processing:* When batches or groups of documents are submitted for conversion as a single job, the contractor shall maintain the integrity of the batch, processing all documents contained in the batch as a group.

*Commingling Work:* When multiple batches or groups of documents are submitted to the contractor, each batch or group of documents are to be maintained separate from any/all others; jobs shall not be commingled unless instructed to do so, in writing, by the ordering agency.

*Job Sequencing:* Unless the work scheduled must be adjusted to accommodate high-priority work, all work is to be performed in the order in which the jobs were received by the contractor (i.e., first received, first in-process, first out).

**TRACKING WORK IN PROGRESS:** The contractor shall employ a means to monitor and track any/all documents through the workflow process. The methodology utilized is at the contractor’s discretion; however, whatever means is utilized, it must enable constant tracking of all documents submitted to the contractor by the Marine Corps under this contract, beginning with recording the inventory invoice signed by the contractor’s employee acknowledging receipt of the source documents when the work is turned over to the contractor’s employees by the Marine Corps representative(s). Additionally, the document tracking system must be sufficiently sophisticated to provide constant visibility of the location and progress of any/all documents in-process at any time throughout the process enabling immediate identification and retrieval of any document no matter where it may be in the process. The tracking process employed by the contractor must be revealed to and approved by the Marine Corps, in conjunction with the Security Control Plans required in SECTION 1.

**PRIORITY ORDERS:** There will be times when a particular document(s) is of such importance that a higher priority will be assigned. In such instances, the Marine Corps' representative will instruct the contractor, in writing, to treat that one particular document or batch of documents as a higher priority than all the other orders placed. Contractor is required to process and complete the priority orders before all other work placed, interrupting the workflow of the documents already in progress. The contractor shall make every effort to comply with such requests, even if it requires them to cease all other production.

It is difficult to estimate how many orders may be identified as priority orders. Priority orders will require a turnaround schedule of two (2) hours up to one (1) workday. Because of varying degrees of size and complexity of each of these orders, the schedule requirements for each individual priority order, when needed, will be determined jointly by the Government and the contractor based on the amount of work involved and the time that can be allowed for that order. The Government will contact the contractor when a priority order needs to be issued. The schedule must be agreed upon prior to the ordering agency providing the Government furnished material, and must be indicated on the print order for payment.

Priority orders will be identified by the Government on the GPO Form 2511 for that specific order along with the completion timeframe requirements and quantities.

Additionally, the contractor will be allowed a premium payment for each priority order. The premium payment will be negotiated for each individual priority order. Upon agreement of the schedule and premium payment, the Contracting Officer will issue a modification. Premium payments will apply to all pricing line items (as applicable to the order).

Orders must be completed and delivered within the time specified as mutually agreed upon between the Government and the contractor. Failure of the contractor to deliver work at the time specified will result in disallowance of premium payments that were anticipated and the contractor will not list such items on his billing invoice.

NOTE: There may be contract years when no priority orders are needed.

**PAGE COUNT MANAGEMENT:** The page count will reset to zero with the beginning of each Federal fiscal year; thereafter, throughout the FY, the page count will run as a continuously accumulating page count and shall not be reset for any reason without written approval of the Contracting Officer. Page-count quantities shall not be adjusted for any reason absent approval and consent of all parties, in writing; any/all such adjustments must be reported to the ordering agency and the Contracting Officer for recording in the contract file.

**CONTRACTOR'S WEB PAGE PORTAL, DATABASE CREATION, MANAGEMENT, AND MAINTENANCE:** The contractor shall create and maintain all electronic files created under this contract by assembling them into either a large single database or two separate databases – actual methodology used is to be determined by the contractor. Irrespective of methodology used, the database(s) will contain every ePub, eForm, and document created under this contract.

The database(s) shall be made available to designated Marine Corps personnel via a restricted access web Portal created and maintained by the contractor; authorized Marine Corps personnel shall have access to the database(s) via the portal from their office spaces in the Pentagon. Accessed through the contractor's portal, each document shall be treated and incorporated as a singular object separate from but filed with all others, as follows:

*Creation:* Whether one all-inclusive or two separate databases are created, the content must be visible to authorized end-users in the following manner:

1. *MCAPFEL:* This database or portal view shall contain all ePubs and eForms created under this contract. Each eForm shall be “hot linked” within the referencing ePub, wherever referenced, enabling click-on at the reference point for eForm pop-up and data entry, including incorporation of electronic signatures and print-on-demand. This database content must be identical to that used to create the quarterly MCAPFEL master DVD for replication on DVD.

The contractor shall provide the Marine Corps representative with web-ready copies of ePubs as they are produced. The Marine Corps representative will upload the ePubs to the Marine Corps’ web pages as work for each order is processed. The contractor is to furnish via the contractor’s web-based portal.

2. *MCEA:* This database shall include the MCAPFEL delineated above plus all other documents and records created under this contract (except any identified as “sensitive” and excluded in writing by the Marine Corps representative). All documents included shall be subjected to OCR processing to enable full text searches across the entire database as a singular instance (i.e., a single input of a keyword or text can be searched through all documents within the MCEA consecutively and results returned will report every instance/occurrence of the keyword or text wherever it occurs within the MCEA regardless of how many times it occurs).

*Management:* The contractor shall maintain the content of the portal databases separated in folders by topic (e.g., Doctrine, Historical, Legal, etc.). Visibility and access shall be controlled by grant of access to either MCAPFEL or MCEA, or both through the contractor’s portal. In some instances, access within MCEA should be further restricted by topic or folder to protect sensitive information from unauthorized disclosure. This database content must be that used to create the quarterly backup DVDs and the annual MCEA master for replication and distribution on DVD.

*Maintenance:* The contractor shall update the portal database(s) and all documents contained therein, no later than the 5<sup>th</sup> workday of each month:

1. Adding any/all new documents created since the previous update;
2. Incorporating changes into existing documents, following the instructions in the applicable change order;
3. Replacing existing documents by over-write with new subsuming revisions, where applicable;
4. Deletion of existing documents that were canceled since the previous update.

**PORTAL AND DATABASE ACCESS:** The contractor shall provide designated Marine Corps personnel “read-only,” “download,” and “copy” access to the database(s) via the Portal on the Internet. Neither the portal database nor their content shall be made available via any means to anyone other than authorized personnel at any time under any circumstances. Access to the portal shall be restricted using a TCP/IP Secure Socket Layer (SSL) protocol.

**BACKUP:** Quarterly (on the last workday of the months of March, June, September, and December of each calendar year), the contractor shall create a DVD master of the MCEA and three (3) copies on DVD. No documents, regardless of source or content, will be excluded. (See “DVD MASTERING AND REPLICATION.”) Files shall be written to the DVD(s) in the same order and format as they are retained and accessed on the database through the portal.

The contractor shall provide an additional four (4) copies of the backup DVD(s) to the Marine Corps representative on the last workday of each of the months specified above as a deliverable under the contract.

Prior to delivery, the contractor shall test readability of each copy of each DVD to ensure all content was written to each disc correctly and the content is readily available for use.

The contractor may keep a copy of the backup DVD(s) until expiration or termination of the contract at which time any/all copies must be destroyed.

Purpose of this backup DVD set is to satisfy the established DoD requirements for continuity of operations (COOP) pertaining to information technology and automated information systems by providing four (4) layers (copies) of accumulative backup and archive of all electronic files generated by or on behalf of the Marine Corps under the contract during the life of the contract.

**PRODUCTION OF MCAPFEL:** Quarterly (on the first workday following the end of each FY quarter (i.e., FY quarters end on the 31<sup>st</sup> of December; the 31<sup>st</sup> of March; the 31<sup>st</sup> of July; and the 30<sup>th</sup> of September)), the contractor shall create a master of all ePubs and eForms in the MCAPFEL database. This quarterly update shall include all carry-over content from the previous MCAPFEL as modified/updated by incorporation of any/all new documents, revisions, and changes to existing documents, and deletion of those canceled since the last quarterly update. The contractor shall update, consolidate, and assemble all ePubs and eForms created under this contract in a library or database to create a master of the MCAPFEL on DVD (all other documents included in the MCEA shall be excluded). Typically, files contained/written to the DVD are separated by topical content as specified by the Marine Corps. On the MCAPFEL DVDs, any/all eForms shall be “hot linked” at the specific reference within each ePub prescribing its use. Currently, the DVD set is comprised of four (4) individual DVDs; each is entitled topically as follows:

1. The Marine Corps Publications Electronic Library (MCPEL) which contains Marine Corps ePubs and “fillable” eForms that are “hot linked” within the ePub that prescribes it use.
2. The Marine Corps Doctrinals which contain Marine Corps Doctrinal ePubs, legal publications, and country studies.
3. Marine Corps Historicals which contain Marine Corps Historical type ePubs.
4. Marine Corps Publications Library Management System which contains PLMS software, User Guide, and Monthly Shared Files.
5. Five (5) Marine Corps Technical Publications which contain technical type ePubs. *NOTE: This DVD is not currently being produced as part of the set, but is anticipated to be added. The Government is responsible to establish permissions and processes to deliver the electronic data to the contractor to add to the 5<sup>th</sup> DVD.*

**PRODUCTION OF MCEA:** At the end of each FY (on the last standard workday-Monday of the last week of the U.S. Government Fiscal Year), the contractor shall create a master of the MCEA on DVD. No documents, regardless of source or content, will be excluded.

Files shall be written to the disc in the same order and format as they are retained and accessed on the database. Purpose of the DVD is to serve as an accumulative annual backup and archive of all files and documents generated under the contract during the expiring FY (this requirement is separate from the quarterly backup delineated in “BACKUP”). The contractor shall provide the annual backup DVD to the Marine Corps representative on the last workday of the FY as the final deliverable for that FY under the contract.

*Retention of Copies of Deliverables:* The contractor, for the life of the contract, may retain copies of all deliverables in the MCEA for use as source documents for incorporation of future changes and updates. Files will not be commingled but retained in the central MCEA repository separated by product groups, directories, and folders or as independent files (e.g., separate archive folders, the ePubs and eForms).

**DVD MASTERING AND REPLICATION:** The contractor shall use the master to produce the quantity of copies necessary to fulfill the distribution requirements established by the Marine Corps.

Each quarterly distribution must be completed and delivered to the designated U.S. Post Office by the date specified on the print order. NOTE: In some years, a failure on the part of the U.S. Congress to pass the annual Appropriations Act or a Continuing Resolution may interrupt and delay the October production and distribution).

The typical quarterly distribution is 5,000 to 6,000 copies of the DVD sets.

The DVDs are packaged into self-mailers containing as low a quantity as one (1) copy per recipient to as high a quantity as 800 or more copies per recipient. (NOTE: Each set equals a quantity of one (1); the replication quantity will equal the total number of copies required to send each target recipient the specified quantity of copies listed for them on the address file.)

All packets are mailed to Marine Corps activities using an address file provided by the Marine Corps. The following applies:

1. The contractor must provide all necessary materials required for mastering, replication, packaging, packing, addressing, and delivery to a designated United States Post Office as a turnkey service.
2. The contractor shall package each copy of the MCAPFEL individually in white overprinted, multi-pocket (4 or 5 as required) cardboard self-mailers. Each individual package will contain a complete set of the MCAPFEL on DVDs.

#### **DVD REQUIREMENTS:**

**Data Verification:** If applicable, upon receipt of the input media, the contractor shall review the files for usability and completeness. The contractor shall verify compliance of each disc image with the requirements of the DVD standard specification version 1.0. The contractor shall immediately notify the Government of any problems with the furnished data files, including files which are damaged, unreadable, oversized or not in compliance with the DVD standard specification version 1.0.

**Data Capacity:** The contractor shall be capable of producing DVDs of suitable capacity to hold the required data produced on this contract.

**Stamper Marks:** The contractor shall image the jacket and print order number on the inner buffer zone unless the contractor is permitted to image other identification marks necessary for production in the inner buffer zone.

**DVD-ROM File System:** All DVD-ROM and DVD-R discs produced under this contract shall comply with the OSTA Universal Disc Format Specification: 1996 (Appendix 6.9) "OSTA UDF Compliant Domain" of ISO/IEC 13346:1995 Volume and file structure of write-once and rewritable media using non-sequential recording for information interchange. Also known as the UDF Bridge (UDF/ISO 9660) file structure.

**DVD-ROM Manufacturing Specifications:** All DVD-ROM discs produced under this contract shall comply with the applicable sections of the DVD standard specification version 1.0. All DVD-ROM discs produced under this contract shall comply with the specifications cited in the following tables.

Digital Errors (Reed Solomon Product Code):

<u>Parameters</u>	<u>Acceptable Value(s)</u>
PI 8 ECC Sum	<280
PI Fails	Not specified
PO Fails	= 0 (zero)
Percent of PI rows with Errors	Not specified



Comments: The PI 8 ECC Sum error is the total error across 8 ECC blocks. PI 8 Sum under 40 is preferred.

HF/Tracking Real-time Measurements (made before signal “equalization”):

<u>Parameters</u>	<u>Acceptable Value(s)</u>
I3/I4	Single layer: >0.15 Dual layer: >0.20
I14/I14H	>0.6
Tangential Push Pull	<0.9
Asymmetry	In the range minus 0.05 to 0.15

HF/Tracking Station Measurements:

<u>Parameters</u>	<u>Acceptable Value(s)</u>
DPD Track Crossing	>0.10
DPD Tracking Amplitude	>0.5
DPD Tracking Asymmetry	<0.2
Reflectivity	Single layer: in the range 45% to 85% Dual layer: in the range 18% to 30%

Comments: HF signals must be strong enough to avoid decoding failures. The tracking signal must be strong enough to support the variable bit functions.

<u>Parameters</u>	<u>Acceptable Value(s)</u>
Track Pitch	0.74 +/-0.01 um/track
Pit Length	Single layer: in the range 0.394 to 1.873 Double layer: in the range 0.434 to 2.058
Local Defects	Air bubbles: 100 um maximum Black spots: 200 um maximum
Scanning Velocity	Single layer: 3.49 +/-0.03 m/sec Dual layer: 3.84 +/-0.03m/sec
Jitter (data to Clock)	<8.0%, independent of tilt effects
<u>Parameters</u>	<u>Acceptable Value(s)</u>
Angular Deviation (tilt)	Radial tilt: < +/-0.80 degrees Tangential tilt: < +/-0.30 degrees
Birefringence	< 100 nm

Comment: The combination of the effects of jitter and tilt will be considered in the evaluation of a disc.

Lead-in Area Contents: The contractor shall set the values of the lead-in area as follows:

<u>Parameters</u>	<u>Value(s)</u>
Book Type	DVD-ROM
Book Version	(determined by contractor)
Disc Size	120mm
Number of Layers	1 or 2, as specified on the print order
Dual Layer Track Path	Parallel Track Path (PTP)
Layer Type	Read-only
Linear Density	Single layer: 0.2667 um/data bit Dual layer: 0.293 um/data bit
Track Density	0.74 um/track
Starting Sector Number	030000h
Ending Sector Number (Main)	(determined by contractor)
Ending Sector Number (layer 0)	(determined by contractor)

<u>Parameters</u>	<u>Value(s)</u>
Burst Cutting Area (BCA) Flag	Exists (on) (BCA encodes disc volume ID)
Copy Protection System	none (copy protection off)
Region Management Flags	None (unrestricted access in all regions)
Encryption Data	None (no encryption)
Manufacturing Data	(As supplied by the contractor)
Content Provider Information	(Insert contents of provided file CPI.TXT)

**DVD-ROM Quality Control:** Each delivered replicate must meet or exceed the requirements of these specifications. In addition to the contractor's existing quality control procedures, the following steps must be performed.

Data Integrity: For each stamper used, the contractor shall:

1. Verify the integrity of all data against the original Government furnished media.
2. Verify the integrity of error detection and error correction coding for each sector of the user data area.
3. Verify the UDF/ISO 9660 directory structure.

Verification may be performed on a replicate or pre-production check disc. Replicates not meeting these specifications must be reproduced and re-delivered at the contractor's expense and the contractor shall be considered late.

**DVD-ROM Product Testing:** The contractor is required to test DVD-ROM replicates for compliance to the specifications of this contract.

The following test results shall be reported:

1. Average track pitch.
2. Average scanning velocity.
3. Tangential push/pull.
4. Track crossing signal magnitude.
5. High frequency and tracking signal properties. The must be read continuously along the spiral track. Minimum, maximum and average values must be reported. Minima and maxima must be identified by A-time.
  - a. Itop or reflectivity.
  - b. Signal asymmetry.
  - c. I3 normalized to I14.
  - d. I14 normalized to I14H.
6. One-second moving values for PI 8 ECC Sum and PI Fails, measured continuously along the spiral track; minimum, maximum and average values must be reported.
7. Total playing time and total sectors tested.
8. Maximum disc birefringence.
9. Data to clock jitter.

**CONSTRUCTION PROOF (No Printing Required):** When ordered, one (1) Adobe Acrobat (most current version) PDF soft proof of the 4-disc mailer or 5-disc mailer, as ordered, showing the layout and construction only. Proofs will be transferred to the agency via email. Proofs must show all pockets, pocket flaps, folds, and tabs.

If any contractor's errors are serious enough in the opinion of the GPO to require revised proofs, the revised proofs are to be provided at no expense to the Government. No extra time can be allowed for this reproofing; such operations must be accomplished within the original production schedule allotted in the specifications.

Contractor must not produce mailers prior to the receipt of an "O.K. to produce."

**STOCK/PAPER:** The specifications of all paper furnished must be in accordance with those listed herein or listed for the corresponding JCP Code numbers in the "Government Paper Specification Standards No. 12" dated March 2011.

Government Paper Specification Standards No. 12 – [http://www.gpo.gov/pdfs/customers/sfas/vol12/vol\\_12.pdf](http://www.gpo.gov/pdfs/customers/sfas/vol12/vol_12.pdf).

DVD Self-Mailer: White Coated One-side Cover (C1S), 15pt., equal to JCP Code L70.

**PRINTING:**

DVD Discs: Title prints directly on the disc (no labels) in two Pantone colors. Match Pantone color as specified on the print order. (Contractor must print a white base coating prior to printing the discs.) Printing consists of text matter and agency seal. Each disc in a set will have different text matter. The text matter will change with each order. All printing on the disc shall comply with the requirements set forth in the International Standards IEC 908 and Amendment ISO 9660, and ISO 10149. Inks used for the disc shall not damage the lacquer layer. (See Exhibit B.)

DVD Self-Mailer: Print on coated side (before construction) in black and two additional Pantone colors. Printing consist of text and line matter, and the USMC seal. Match Pantone number as indicated on the print order. (See Exhibits C through G.)

The contractor shall ensure each portion of the self-mailer is printed with appropriate title information following the layout specified by the Marine Corps representative.

**MARGINS:** Margins will be as indicated on the print order or furnished copy.

**CONSTRUCTION:** The cardboard self-mailer will be for a 4- or 5-disc mailer, as follows:

Each self-mailer shall have 4 or 5 die-cut pockets, as required, (one die-cut pocket for each DVD disc) and a self-covering flap for each pocket. Pockets shall be of sufficient size to allow easy insertion and removal of discs.

Self-mailers shall be heat sealed using tamper-proof adhesive. Self-mailers must have a tear-open strip with an integral tuck-in tab and slit for re-closing. Die cut, score on all folds, and fold to final size for mailing.

See Exhibits C through G. Size and construction of mailer will be discussed at the Postaward Conference.

## **PACKING:**

Each DVD Set containing the MCAPFEL will be comprised of four or five discs to contain a complete copy of the MCAPFEL as delineated above. Insert discs of the ordered set into the applicable self-mailer (one disc each for each die-cut pocket). Fold and heat-seal as specified under "CONSTRUCTION."

Each individual multi-pocket self-mailer utilized must hold one complete MCAPFEL DVD set.

The contractor shall pack together however many copies of the MCAPFEL DVD set necessary for each addressee as a single package. Pack suitable in shipping containers not to exceed 45 pounds when fully packed.

For all other DVD masters and copies required (MCEA), contractor to insert each disc into an individual jewel case and label as to product/contents. Pack all jewel cases suitable in shipping containers not to exceed 45 pounds when full packed.

All shipments which fill less than a shipping container must be packaged with materials of sufficient strength and durability and in such a manner which will guarantee that the product will not be damaged and the package will not open nor split when processed through USPS or a small package carrier delivery system.

Re-pack furnished materials in the original containers in the original order.

## **LABELING AND MARKING:**

DVDs: Contractor to create and affix a label to each individual self-mailer and shipping container. At contractor's option, the addresses may be imaged directly onto the self-mailers and shipping containers.

Furnished Originals: Reproduce shipping container label from furnished repro, fill in appropriate blanks, and attach to shipping containers.

## **ACCEPTANCE:**

*Accuracy:* The contractor shall verify that all products are a 100% true facsimile (i.e., exact replica) of the source documents via a verification process which includes a manual page-by-page and word-by-word comparison of the document created by the contractor to the source document. Product layout, format, text, graphics, and folio must be exactly as that of the source document. This 100% criterion is non-negotiable – no scanning, conversion, interpretation, or translation errors will be accepted.

*Error Detection and Correction:* For the life of the contract, if errors are encountered with the contractor's product(s) or differences are identified between the product(s) and the original source documents, the errors will be corrected by the contractor at no additional charge to the Government, and confirmation of changes completed will be provided in writing to the Marine Corps representative.

All errors shall be corrected by the contractor within three (3) workdays of date of notification.

The corrected version of the document(s) must be used to overwrite any/all copies of the document(s) containing the errors wherever recorded and made available to the end-user community (e.g., Marine Corps Publications Electronic Library (MCPEL), Marine Corps Administrative Publications and Forms Electronic Library (MCAPFEL), Marine Corps Electronic Archive (MCEA), web pages, etc.).

**IN-PROCESS FILE RETURN:** Occasionally, the ordering agency will require that the contractor return the furnished documents (or a small subset of the furnished documents) that have already been picked up by the contractor, but are still being scanned/converted.

If the file being requested was furnished electronically or the hard copy file has already been scanned, the contractor may email the file to the ordering agency. If an email copy cannot be furnished, the contractor must return the original furnished hard copy file to the ordering agency.

When required, the contractor must email the file or return the requested original furnished hard copy file to an authorized representative of the ordering agency within four (4) hours of the initial request. A list of authorized agency personnel will be provided to the contractor after award of the contract.

**DISTRIBUTION:**

- Mail f.o.b. contractor's city the MCAPFEL DVD sets to both domestic (nationwide) and foreign addresses. *(NOTE: Contractor must mail from the U.S. Post Office designated by the ordering agency (specified on the print order). Post Office will be located within the 50-mile restricted production area of the Pentagon.)*
- Deliver f.o.b. destination the MCEA DVDs to HQMC, Pentagon, Room 2B253.

Complete addresses and quantities will be furnished with each print order.

All mailing shall be made at the First Class Rate.

The contractor is cautioned that the "Postage and Fees Paid" indicia may be used only for the purpose of mailing material produced under this contract.

Orders which result in mailings of less than 200 pieces or less than 50 pounds will require the contractor to apply the appropriate postage to each mailing. Contractor will be reimbursed for postage by submitting a properly completed Postal Service Certificate of Mailing with the voucher for billing.

Certificate of Conformance: When using Permit Imprint Mail the contractor must complete GPO Form 712 - Certificate of Conformance (Rev. 2-91), supplied by GPO and the appropriate mailing statement or statements, supplied by USPS.

All copies mailed must conform to the appropriate regulations in the U.S. Postal Service manuals for "Domestic Mail" or "International Mail", as applicable.

Upon completion of the mailing, the contractor shall forward a notification of delivery to the post office to the Marine Corps representative delineating date and time of delivery and the name of the postal official to whom delivered. The notification shall include a list of any/all applicable tracking numbers.

*Pickup and Delivery:* The contractor shall perform document pickup and delivery services at the ordering agency's office located at the Pentagon, Room 2B253. In support of this effort, the contractor shall employ personnel who can be/are issued "contractor" building access passes by the Pentagon Force Protection Agency (PFPA). All pickup and delivery services shall be made at/in the Pentagon, Room 2B253, unless the USMC requests, in writing, an exception for pickup and delivery at another location (within the restricted 50-mile radius).

**NOTE: All pickups and deliveries (for furnished materials) must be picked up/delivered by an employee of the contractor. Small package carriers and USPS will not be allowed. Pickups and deliveries must be in strict accordance with the following:**

- Contractor must be able to provide company identification at time of pickup/delivery.
- Materials will be transported in a locked vehicle with an approved dedicated driver escorting the material. At no time will the vehicle be left unattended or allowed to make additional stops while in transit. The material must be picked up from and delivered only to an authorized individual at the ordering agency.
- Vehicle will be unmarked driving directly to and from the contractor's facility to the ordering agency for pickups and deliveries. The dedicated driver must be familiar with handling of sensitive material.
- Upon delivery of materials to the contractor's facility, the furnished materials will be immediately accounted for and inventoried by authorized staff that have already been processed for the management of the work to be produced under this contract.

**NOTE:** *Prior to being issued a permanent DoD Building Access pass, by the PFFPA, all individuals must be recipients of a favorable National Agency Check. Individuals may be cleared for access under escort if they can pass a simple on-the-spot Federal, State, and local police background check (including the Homeland Security "no-fly" list). The simple background check merely searches for outstanding warrants or other information which may indicate the individual is untrustworthy or considered a threat to the public at-large. If such information is detected the individual will be denied access to the Pentagon and may be detained.*

*Receipt for Delivery* – When applicable, contractor must furnish his own receipts for delivery. These receipts must include the GPO Purchase Order, Jacket, Program, and Print Order Numbers, date of delivery, and signature of Government agency accepting delivery. NOTE: The original copy of this receipt must accompany the contractor's billing invoice for payment. The contractor must be able to produce a signed receipt for these materials at any time during the contract.

All expenses incidental to the pickup and return of furnished materials and the submission of construction PDF soft proof must be borne by the contractor.

**SCHEDULE:** Adherence to this schedule must be maintained. Contractor must not start production of any job prior to receipt of the individual print order (GPO Form 2511).

When required, the print order and furnished material must be picked up from the Pentagon, Room 2B253. (NOTE: Furnished materials must be picked up and returned directly by the contractor.)

When applicable, the print orders will be emailed to the contractor.

When ordered, PDF soft proof must be emailed to the address specified on the print order.

***Regular Order Schedule (including eForm Schedule):***

**NOTE:** *This schedule also includes the production and distribution of eForms with "fillable" blocks.*

The schedule begins the workday after notification of the availability of print order and furnished material; the workday after notification will be the first workday of the schedule.

Contractor must complete production and distribution within three (3) to 15 workdays (as specified on each print order) of notification of the availability of print order and furnished material.

If a PDF soft proof is required for the mailer, contractor must submit the proof within two (2) workdays of notification of the availability of print order and furnished material. Proofs will be withheld no more than one (1) workday from their receipt at the ordering agency until corrections/changes/“O.K. to produce” is furnished (via email).

**NOTE:** *The turnaround time for creating web-ready versions of Marine Corps Orders and Directives for upload to the Marine Corps web page is three (3) workdays from receipt of source materials, regardless of the document’s size, page count, or complexity, unless the document is designated as a priority job.*

**Priority Order Schedule:**

The schedule begins UPON notification of the availability of print order and furnished material.

Contractor must complete production and distribution within two (2) hours to one (1) workday (as specified on each print order) of notification of the availability of print order and furnished material.

The ship/deliver date indicated on the print order is the date products ordered for mailing f.o.b. contractor’s city must be delivered to the U.S. Post Office.

Unscheduled material such as shipping documents, receipts or instructions, delivery lists, labels, etc., will be furnished with each order or shortly thereafter. In the event such information is not received in due time, the contractor will not be relieved of any responsibility in meeting the shipping schedule because of failure to request such information.

For compliance reporting purposes, contractors are to report information regarding each order with date of shipment or delivery, as applicable, in accordance with the contract requirements by contacting the Shared Support Services Compliance Section via email at [compliance@gpo.gov](mailto:compliance@gpo.gov), via telephone at (202) 512-0520, or via facsimile at (202) 512-1364. Personnel receiving the email, call, or facsimile will be unable to respond to questions of a technical nature or to transfer any inquiries.

**EXPIRATION OR TERMINATION OF CONTRACT:** Upon completion of the contract, the contractor shall consolidate, assemble all publications, forms, and other source documents, including those unprocessed, in-processing, and completed, and all electronic files created under this contract, and deliver to the USMC representative as a portion of the end-of-contract deliverables.

Additionally, the contractor shall create a final master of both the MCAFEL and the MCEA on DVD. In both instances, files shall be written to the DVDs in the same order and format as they were retained and accessed in the database through the portal. The contractor shall provide the DVDs to the Marine Corps representative along with a written statement certifying that all Marine Corps source documents have been returned; and that all electronic files have been written to the aforementioned DVDs and erased from their servers in such a manner as to prevent any possible recovery or unauthorized access.

Upon return of all source documents and the Marine Corps’ acceptance of appropriate deliverables, the contractor shall destroy any/all copies of the documents created during the workflow process except those electronic files authorized for retention in the MCEA. The contractor (to include its employees) shall retain no copies of the source documents or deliverables beyond termination of the contract.

The contractor shall provide written certification that all source documents and files and their corresponding deliverables have been returned/delivered to the Marine Corps, and that all printed copies have been destroyed and electronic copies retained in the repositories have been deleted using a “wipe” or “formatting” application providing the highest levels of assurances that the probability of recovering the files is absolutely non-existent; the wipe tool(s) utilized must be 100% compliant with the U.S. Department of Defense (DoD) disc erasure standard delineated in DoD Instruction 5220.2-M, to be furnished by the ordering agency. (This standard is commonly referred to as “DoD wipe”).

### **SECTION 3. - DETERMINATION OF AWARD**

The Government will determine the lowest bid by applying the prices offered in the “SCHEDULE OF PRICES” to the following units of production which are the estimated requirements to produce one (1) year’s production requirements under this contract. These units do not constitute, nor are they to be construed as, a guarantee of the volume of work which may be ordered for a like period of time.

The following item designations correspond to those listed in the “SCHEDULE OF PRICES.”

- |      |        |        |
|------|--------|--------|
| I.   | (a) 1. | 30,000 |
|      | 2.     | 18,000 |
|      | 3.     | 31,167 |
|      | (b) 1. | 10,000 |
|      | 2.     | 6,000  |
|      | 3.     | 10,389 |
|      | (c)    | 4,800  |
| II.  | (a)    | 27     |
|      | (b)    | 93,528 |
|      | (c)    | 16,500 |
|      | (d)    | 5,500  |
|      | (e)    | 33     |
| III. | (a)    | 2      |
|      | (b)    | 12,420 |
|      | (c)    | 60     |
|      | (d)    | 40     |
|      | (e)    | 12     |
|      | (f)    | 5      |
|      | (g)    | 50     |



## SECTION 4. - SCHEDULE OF PRICES

Bids offered are f.o.b. contractor's city.

Prices must include the cost of all required materials and operations for each item listed in accordance with these specifications.

Bidder must make an entry in each of the spaces provided. Bids submitted with any obliteration, revision, or alteration of the order and manner of submitting bids may be declared non-responsive.

An entry of NC (No Charge) shall be entered if bidder intends to furnish individual items at no charge to the Government. Bids submitted with NB (No Bid) or blank spaces for an item may be declared non-responsive.

The Contracting Officer reserves the right to reject any offer that contains prices for individual items of production (whether or not such items are included in the DETERMINATION OF AWARD) that are inconsistent or unrealistic in regard to other prices in the same offer or to GPO prices for the same operation if such action would be in the best interest of the Government.

All invoices submitted to the GPO shall be based on the most economical method of production.

**Contractor's billing invoices must be itemized in accordance with the line items in the "SCHEDULE OF PRICES."**

**I. SCANNING AND CONVERSION:** Prices offered shall include the cost of all required materials and operations for the scanning and conversion of the product listed in accordance with these specifications.

NOTE: Prices for line items I. (a) and (b) must include the cost of all copy preparation. Blank backsides must be removed.

(a) Scanning Black only:

1. Up to and including 8-1/2 x 11" .....per scanned side .....\$ \_\_\_\_\_
2. Over 8-1/2 x 11" up to and including 17 x 11".....per scanned side .....\$ \_\_\_\_\_
3. Over 17 x 11"..... per scanned square foot .....\$ \_\_\_\_\_

(b) Scanning Color:

1. Up to and including 8-1/2 x 11" .....per scanned side .....\$ \_\_\_\_\_
2. Over 8-1/2 x 11" up to and including 17 x 11".....per scanned side .....\$ \_\_\_\_\_
3. Over 17 x 11"..... per scanned square foot .....\$ \_\_\_\_\_

(c) OCR Conversion and Creation of PDF File .....per file .....\$ \_\_\_\_\_

---

(Initials)

**II. DVD MASTERING AND REPLICATION:**

- (a) Mastering..... per master .....\$ \_\_\_\_\_
- (b) Replication (including cost of disc and printing on disc).....per disc .....\$ \_\_\_\_\_
- (c) Four-Disc Mailer (including the cost of stock/paper, printing,  
construction, and inserting discs) .....per mailer .....\$ \_\_\_\_\_
- (d) Five-Disc Mailer (including the cost stock/paper, printing,  
construction, and inserting discs) .....per mailer .....\$ \_\_\_\_\_
- (e) Jewel Cases (including the cost of labeling cases and  
inserting discs).....per jewel case .....\$ \_\_\_\_\_

**III. ADDITIONAL OPERATIONS:**

- (a) Construction PDF proof of mailer ..... per proof .....\$ \_\_\_\_\_
- (b) Changes and Updates to ePubs..... per page .....\$ \_\_\_\_\_
- (c) Creation of fillable eForm .....per eForm .....\$ \_\_\_\_\_
- (d) Changes and Updates to eForms .....per eForm .....\$ \_\_\_\_\_
- (e) Maintenance of ePub/eForm Repository (including additions and  
deletions of ePubs/eForms) .....per month .....\$ \_\_\_\_\_
- (f) In-Process File Return Request .....per file .....\$ \_\_\_\_\_
- (g) Packing and sealing shipping containers ..... per container .....\$ \_\_\_\_\_

**INSTRUCTIONS FOR BID SUBMISSION:** Fill out “SECTION 4.-SCHEDULE OF PRICES,” initialing or signing each page in the space(s) provided. Submit two copies (original and one exact duplicate) of the “SCHEDULE OF PRICES” with two copies of the GPO Form 910 “BID” form. Do not enter bid prices on GPO Form 910; prices entered in the “SCHEDULE OF PRICES” will prevail.

Bidder \_\_\_\_\_

\_\_\_\_\_  
(City - State)

By \_\_\_\_\_  
(Signature and title of person authorized to sign this bid)

\_\_\_\_\_  
(Person to be contacted)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(Fax Number)

\_\_\_\_\_  
(Email Address)



5075 (07/10)

## **EMPLOYEE RIGHTS ON GOVERNMENT CONTRACTS**

### **THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION**

This establishment is performing Government contract work subject to (check one)

#### **SERVICE CONTRACT ACT (SCA) or PUBLIC CONTRACTS ACT (PCA)**

**MINIMUM WAGES:** Your rate must be no less than the Federal minimum wage established by the Fair Labor Standards Act (FLSA).

A higher rate may be required for SCA contracts if a wage determination applies. Such wage determination will be posted as an attachment to this Notice.

**FRINGE BENEFITS:** SCA wage determinations may require fringe benefit payments (or a cash equivalent). PCA contracts do not require fringe benefits.

**OVERTIME PAY:** You must be paid 1.5 times your basic rate of pay for all hours worked over 40 in a week. There are some exceptions.

**CHILD LABOR:** No person under 16 years of age may be employed on a PCA contract.

**SAFETY & HEALTH:** Work must be performed under conditions that are sanitary, and not hazardous or dangerous to employees' health and safety.

**UNION DUES:** Executive Order (E.O.) 13201 requires certain Government contractors to notify employee of rights related to union dues.

**COMPLAINTS:** Specific DOL agencies are responsible for the administration of these laws. To file a complaint or obtain information for:

SCA or PCA Contact the Wage and Hour Division by calling its toll-free help line at 1-866-4-USWAGE (1-866-487-9243), or visit its Web site at [www.wagehour.dol.gov](http://www.wagehour.dol.gov).

SAFETY & HEALTH Contact the Occupational Safety and Health Administration (OSHA) by calling 1-800-321-OSHA (1-800-321-6742), or visit its Web site at [www.osha.gov](http://www.osha.gov).

UNION DUES Contact either the Office of Labor-Management Standards (OLMS) or Office of Federal Contract Compliance Programs (OFCCP), by calling 1-866-4-USA-DOL or OLMS' Website at [www.olms.dol.gov](http://www.olms.dol.gov).

For additional information:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627

**WWW.WAGEHOUR.DOL.GOV**

U.S. Department of Labor Employment Standards Administration Wage and Hour Division

WHD Publication 1313 (Revised April 2009)

---

367-S (09/16)

## U.S. Department of Labor

The purpose of the discussion below is to advise contractors which are subject to the Walsh-Healey Public Contracts Act or the Service Contract Act of the principal provisions of these acts.

### Walsh-Healey Public Contracts Act

**General Provisions** — This act applies to contracts which exceed or may exceed \$10,000 entered into by any agency or instrumentality of the United States for the manufacture or furnishing of materials, supplies, articles, or equipment. The act establishes minimum wage, maximum hours, and safety and health standards for work on such contracts, and prohibits the employment on contract work of convict labor (unless certain conditions are met) and children under 16 years of age. The employment of homeworkers (except homeworkers with disabilities employed under the provisions of Regulations, 29 CFR Part 525) on a covered contract is not permitted.

In addition to its coverage of prime contractors, the act under certain circumstances applies to secondary contractors performing work under contracts awarded by the Government prime contractor.

All provisions of the act except the safety and health requirements are administered by the Wage and Hour Division.

**Minimum Wage** — Covered employees must currently be paid not less than the Federal minimum wage established in section 6(a)(1) of the Fair Labor Standards Act.

**Overtime** — Covered workers must be paid at least one and one-half times their basic rate of pay for all hours worked in excess of 40 a week. Overtime is due on the basis of the total hours spent in all work, Government and non-Government, performed by the employee in any week in which covered work is performed.

**Child Labor** — Employers may protect themselves against unintentional child labor violations by obtaining certificates of age. State employment or age certificates are acceptable.

**Safety and Health** — No covered work may be performed in plants, factories, buildings, or surroundings or under work conditions that are unsanitary or hazardous or dangerous to the health and safety of the employees engaged in the performance of the contract. The safety and health provisions of the Walsh-Healey Public Contracts Act are administered by the Occupational Safety and Health Administration.

**Posting** — During the period that covered work is being performed on a contract subject to the act, the contractor must post copies of Notice to Employees Working on Government Contracts in a sufficient number of places to permit employees to observe a copy on the way to or from their place of employment.

**Responsibility for Secondary Contractors** — Prime contractors are liable for violations of the act committed by their covered secondary contractors.

367-S (09/16)

## Service Contract Act

**General Provisions** — The Service Contract Act applies to every contract entered into by the United States or the District of Columbia, the principal purpose of which is to furnish services in the United States through the use of service employees. Contractors and subcontractors performing on such Federal contracts must observe minimum wage and safety and health standards, and must maintain certain records, unless a specific exemption applies.

**Wages and Fringe Benefits** — Every service employee performing any of the Government contract work under a service contract in excess of \$2,500 must be paid not less than the monetary wages, and must be furnished the fringe benefits, which the Secretary of Labor has determined to be prevailing in the locality for the classification in which the employee is working or the wage rates and fringe benefits (including any accrued or prospective wage rates and fringe benefits) contained in a predecessor contractor's collective bargaining agreement. The wage rates and fringe benefits required are usually specified in the contract but in no case may employees doing work necessary for the performance of the contract be paid less than the minimum wage established in section 6(a)(1) of the Fair Labor Standards Act.

Service contracts which do not exceed \$2,500 are not subject to prevailing rate determinations or to the safety and health requirements of the act. However, the act does require that employees performing work on such contracts be paid not less than the minimum wage rate established in section 6(a)(1) of the Fair Labor Standards Act.

**Overtime** — The Fair Labor Standards Act and the Contract Work Hours Safety Standards Act may require the payment of overtime at time and one-half the regular rate of pay for all hours work on the contract in excess of 40 a week. The Contract Work Hours Safety Standards Act is more limited in scope than the Fair Labor Standards Act and generally applies to Government contracts in excess of \$100,000 that require or involve the employment of laborers, mechanics, guards, watchmen.

**Safety and Health** — The act provides that no part of the services in contracts in excess of \$2,500 may be performed in buildings or surroundings or under working conditions, provided by or under the control or supervision of the contractor or subcontractor, which are unsanitary or hazardous or dangerous to the health or safety of service employees engaged to furnish the services. The safety and health provisions of the Service Contract Act are administered by the Occupational Safety and Health Administration.

**Notice to Employees** — On the date a service employee commences work on a contract in excess of \$2,500, the contractor (or sub-contractor) must provide the employee with a notice of the compensation required by the act. The posting of the notice (including any applicable wage determination) contained on the reverse in a location where it may be seen by all employees performing on the contract will satisfy this requirement.

**Notice in Subcontracts** — The contractor is required to insert in all subcontracts the labor standards clauses specified by the regulations in 29 CFR Part 4 for Federal service contracts exceeding \$2,500.

**Responsibility for Secondary Contractors** — Prime contractors are liable for violations of the act committed by their covered secondary contractors.

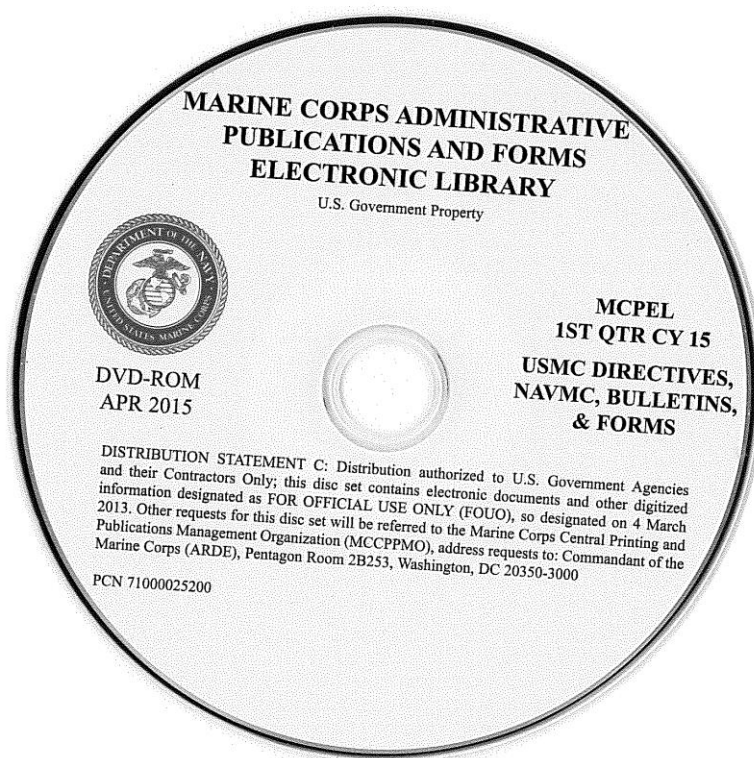
**Other Obligations** — Observance of the labor standards of these acts does not relieve the employer of any obligation he may have under any other laws or agreements providing for higher labor standards.

**Additional Information** — Additional Information and copies of the acts and applicable regulations and interpretations may be obtained from the nearest office of the Wage and Hour Division or the National Office in Washington D.C. Information pertaining to safety and health standards may be obtained from the nearest office of the Occupational Safety and Health Administration or the National Office in Washington, D.C.]

U.S. Department of Labor  
Employment Standards Administration  
Wage and Hour Division

## EXHIBIT B

### Sample of Printing on Disc



**EXHIBIT C**  
**Face of Folded Mailer**

MARINE CORPS ADMINISTRATIVE  
PUBLICATIONS AND FORMS  
ELECTRONIC LIBRARY & PLMS



1ST QTR CY 15

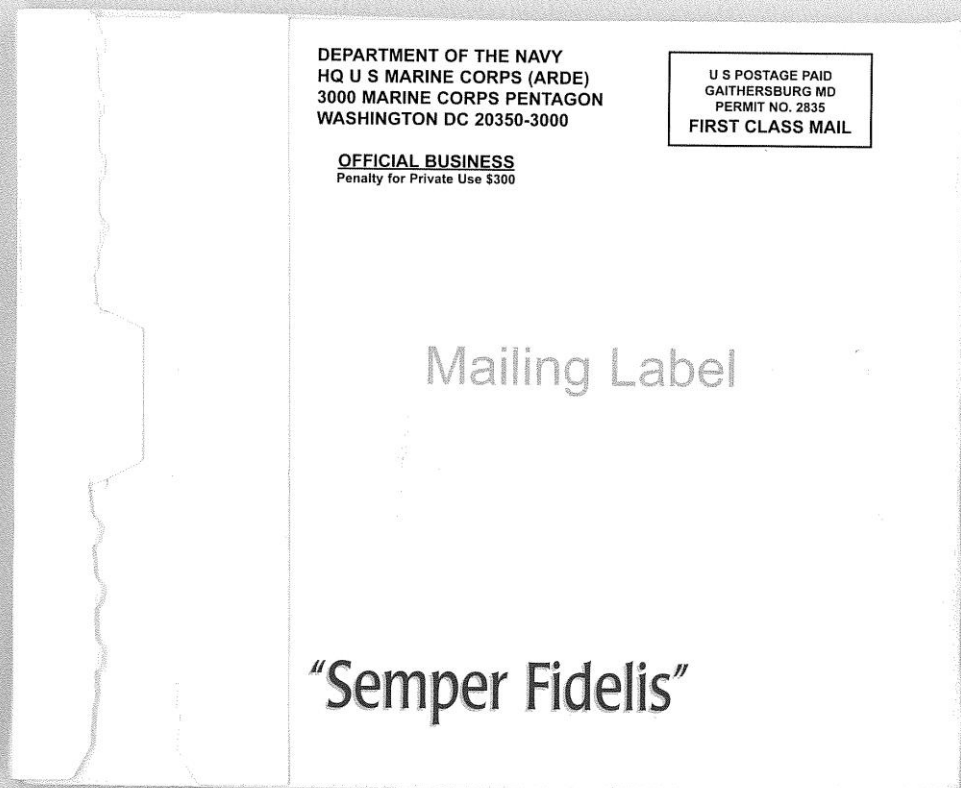
HEADQUARTERS, U.S. MARINE CORPS  
ADMINISTRATION AND RESOURCE  
MANAGEMENT DIVISION

APR 2015

DISTRIBUTION STATEMENT C: Distribution authorized to U.S. Government Agencies and their Contractors Only; this disc set contains electronic documents and other digitized information designated as FOR OFFICIAL USE ONLY (FOUO), so designated on 4 March 2013. Other requests for this disc set will be referred to the Marine Corps Central Printing and Publications Management Organization (MCCPPMO), address requests to: Commandant of the Marine Corps (ARDE), Pentagon Room 2B253, Washington, DC 20350-3000  
PCN 71000025200



**EXHIBIT D**  
**Back of Folded Mailer**



Return to: **Marine Corps Administrative Publications and Forms**  
 Electronic Library & FIMS  
 1ST QTR CY 15  
 HEADQUARTERS, U.S. MARINE CORPS  
 ADMINISTRATION AND RESOURCE  
 MANAGEMENT DIVISION  
 APR 2015  
 Distribution: **UNCLASSIFIED** (U) Distribution authorized to U.S. Government agencies and their contractors only. This may not contain sensitive information and other national defense information. Reproduction in whole or in part is permitted. For more information, see the Marine Corps Central Policy and Publications Management (MCPM) (MCPM) website. Approved for Distribution by the Marine Corps (MCPM).  
 Mailing Label  
 "Semper Fidelis"

Adobe Reader 3 is higher required - [www.adobe.com](http://www.adobe.com)

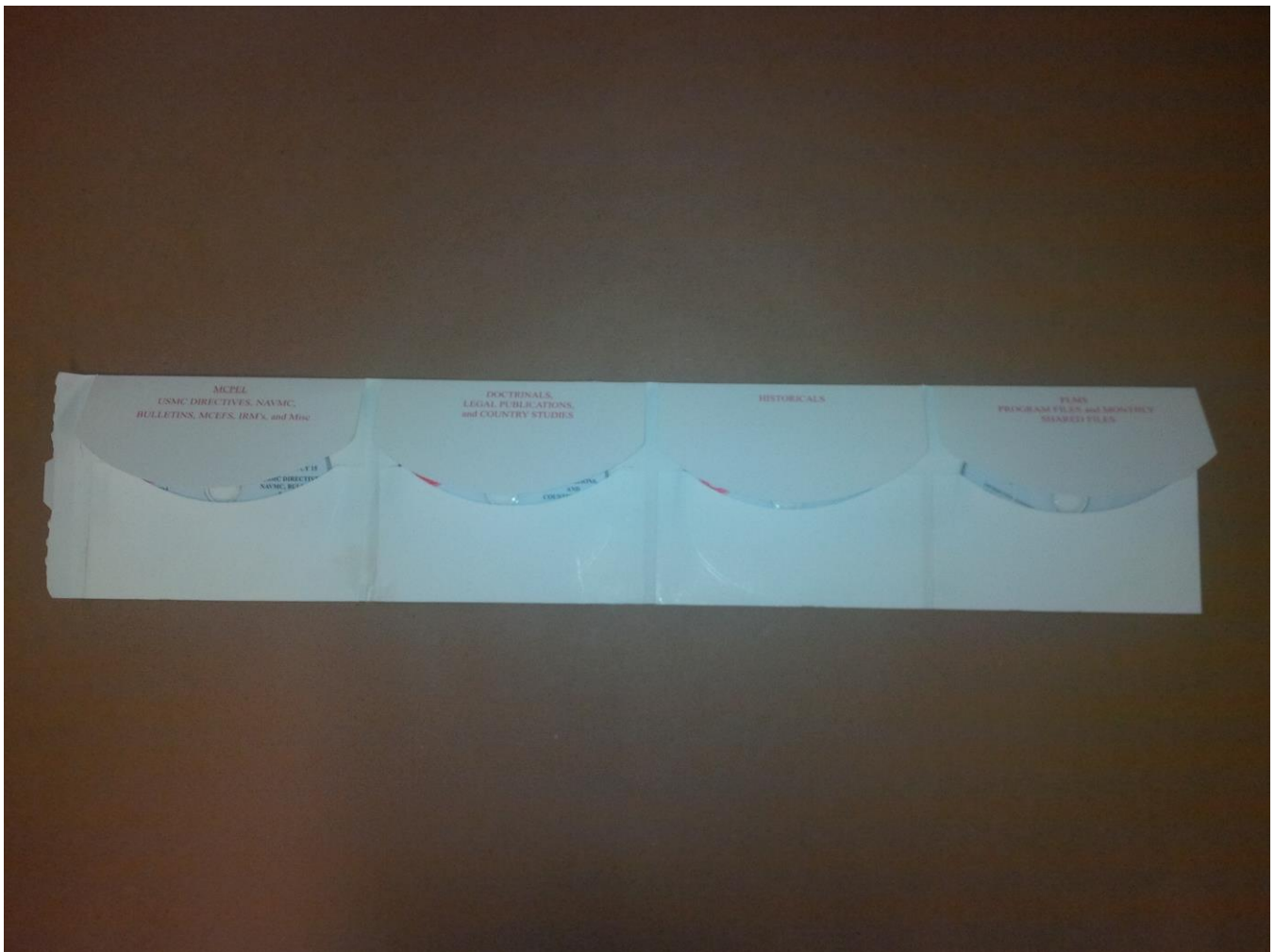
DEPARTMENT OF THE NAVY  
HQ U S MARINE CORPS (JMC)  
300 MARINE CORPS PLAZA  
WASHINGTON DC 20380-5000

OFFICIAL BUSINESS  
Penalty for Private Use \$300

"Semper Fidelis"

MARINE CORPS ADMINISTRATIVE  
PUBLICATIONS AND FORMS  
ELECTRONIC LIBRARY & PLMS

1ST QTR CY 15  
HEADQUARTERS, U.S. MARINE CORPS  
ADMINISTRATION AND RESOURCE  
MANAGEMENT DIVISION  
ASD 7014



**EXHIBIT G**  
**Inside of Mailer (Flat) with Open Flaps**

